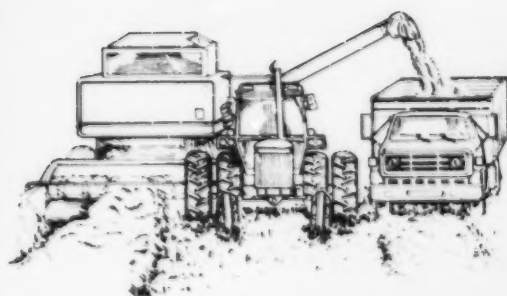




Saskatchewan
Agriculture

Economics
Branch

Farm
Management



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Pasture Lease Agreements

Foreword

The leasing of pasture land is a common arrangement in Saskatchewan. The information and draft pasture lease agreement in this bulletin are provided to assist the landlord and tenant in developing a satisfactory pasture rental arrangement and to prepare a lease.

A lease is an agreement which provides for the sharing of costs and income from a piece of land. This bulletin provides instructions for developing a fair lease which will serve the landlord and the tenant in most situations. A list of resource people and information sources is included.

Additional information on pasture rental agreements can be obtained from Agricultural Representatives, Farm Management Specialists and lawyers.

CAUTION:

It is impossible to include in a form provisions to cover every contingency or situation to meet the needs of all persons, and thus the information, instructions and draft lease agreements are for use only as a guide. Persons using the same do so by accepting sole and full responsibility.

WARNING:

Land owners who rent land to anyone other than a spouse or child may not qualify for the capital gain rollover under the Income Tax Act. Consult a lawyer, accountant or Farm Management Specialist for specific information.

Farm Management Section
Economics Branch
Saskatchewan Agriculture
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Part I — Pasture Leasing

1. Introduction

Leasing private pasture land is a common arrangement in Saskatchewan. Leasing is often a preferable alternative to buying pastureland. In recent years there has been increased movement of cattle from drier areas to leased pasture. Pasture and water shortages have also led to use of smaller pastures and wasteland.

In a pasture rental arrangement the lease contract is a written agreement, enforceable by law, which determines how the costs and income from the pasture enterprise are to be shared. In a pasture lease, the landlord supplies the pasture and the tenant supplies the livestock. The most common agreement is cash rental, where the tenant pays the landlord a fixed sum each year, and the tenant in turn receives all the income (livestock) produced from the pasture. The major contributions to this arrangement are the land and the cattle, but there are usually other costs such as fencing and taxes and there may be other revenues such as government payments. A proper lease will determine in advance how all costs and income are to be treated.

The advantages to a tenant of leasing pasture is that pasture rents are generally less than the cost of purchasing pasture land. The landlord generally takes a lower rental return from the pasture and receives any capital gains from the land. Leased pasture might also enable a tenant to use other resources such as labor or winter feed without the expense of land purchase. Rented private pasture does not have the long-term security of deeded or government lease pastureland, so a tenant should plan his operation accordingly.

2. Pasture Capacity and Rental Rates

The amount of rent for pastureland, and whether the rent is fair to the owner and tenant is very dependent upon the carrying capacity of the pasture. The concept of the *Animal Unit* has been developed to permit the rating of pasture capacity and to facilitate rental agreements based on the amount of grazing which a pasture provides.

An Animal Unit is considered to be one mature cow which consumes about 26 lbs. of forage per day. An Animal Unit Month (AUM) is the amount of feed consumed by one animal unit in one month.

One animal unit is equal to the following:

- 1 mature cow with or without unweaned calf at side
- 2 weaned calves
- 1 yearling heifers or steers
- .75 bulls over 2 years
- 1.5 yearling horses
- 1 two year old horse
- .75 horses over 3 years
- 8 weaned lambs, kids under one year old
- 5 ewes or does
- 4 rams or bucks
- 5 deer

Source: The Beef—Cow—Calf Manual, Alta. Agric. Agdex No. 420/10

Most pastures are rented for the entire season, but in some cases, short-season pasture may be available or the number of animals on pasture may vary. For these arrangements the use of rents based on animal unit months is essential.

It is difficult to provide specific recommendations on pasture capacity because pasture productivity varies greatly depending upon local conditions. Table No. 1 shows the ranges in pasture

capacity which have been reported for various types of pasture in good condition; most pastures should fall within these ranges. Past experience in stocking rates and local conditions are probably the best guidelines to pasture capacity.

3. Calculating Pasture Rental Rates

There are several methods which pasture owners and tenants can use to determine pasture rental rates:

- 1) Cash rent per acre of pasture
- 2) Cash rent per head of livestock (animal units)
- 3) Cash rent per head per month of grazing (animal unit months)
- 4) Income sharing based on pre-determined shares.

Each of these types of lease has pros and cons to the owner and renter, and the lease which is used depends on individual circumstances.

Cash Rent per Acre of Pasture

Example:

Owners Cost/Acre x Acres to Rent =
Annual Rent
\$8.00/acre x 160 acres =
\$1280.00 per year

This type of lease is simple and easy to understand, it requires a high degree of trust between owner and tenant; and a responsible attitude toward stocking rates and pasture management. Pasture owners are concerned that the pasture not be over-grazed where-as the tenant wants to get the maximum use from the available grass. These tendencies are complicated by the fact that pasture capacities and the length of season varies greatly from year to year. As a result this type of lease is probably preferred for longer-term leases so that it is in the

Table 1
Stocking Rates for Pastures
(ANIMAL UNIT MONTHS PER ACRE)

Conditions	Type of Pasture			
	Native Grass	Seeded Grass	Irrigation	Annual Pasture
WET	.6 - 1.2	1.0 - 1.8	4 TO 6	1 TO 4
NORMAL	.2 - .6	.6 - 1.0		
DRY	.05 - .2	.3 - .6		

Source: Range Conditions and Stocking Rates, Alberta ENR Publication No. 1/18-81

- To convert to acres required per animal unit/month use the formula:

$$\frac{1}{\text{AUM/ACRE}} = \text{ACRES/MONTH/ANIMAL UNIT}$$

Example: A pasture with a capacity of .4 AUM's per acre.

$$\frac{1}{.4} = 2.5 \text{ acres of pasture per month are required per animal unit}$$

- To convert to acres required per animal unit for the season multiply by the expected grazing season.

Example: A grazing season of 4 months is planned.

$$\text{Acres/Month} \times \text{Grazing Months} = \text{Acres needed per A.U. per season}$$

$$2.5 \times 4 = 10 \text{ acres/season/A.U.}$$

- To determine the stocking rate for a particular pasture divide the pasture acres by the acres needed per A.U. per season.

Example: Pasture size of 160 acres

$$\frac{160 \text{ acres}}{10 \text{ Acres/Season/A.U.}} = 16 \text{ A.U.}$$

tenants' interest to practise responsible range management. It is also suggested that leases of this type should stipulate the maximum number of head of livestock and the dates when the stock are to be added or removed from the pasture. Usually, with this lease, the tenant would gain an advantage in the years when good growth and a long season results in above average livestock gains.

Cash Rent per Head of Livestock (Animal Unit)

Example:

$$\frac{\text{Owner's Cost/Acre} \times \text{Pasture Acres}}{\text{Pasture Capacity}} = \text{Rent/Head}$$

$$\frac{\$8.00 \times 160}{15 \text{ Head}} = \$85.33/\text{Head}$$

This type of lease has the advantage of compensating the pasture owner based on the number of livestock brought to the pasture. The lease should stipulate the dates under which the livestock should be added or removed from the pasture.

Cash Rent per Head of Livestock per Month Pastured (Animal Unit Months)

Example:

$$\frac{\text{Owner's Cost/Acre} \times \text{Pasture Acres}}{\text{Pasture Capacity} \times \text{Length of Season}} = \text{Rent/Head Month}$$

$$\frac{\$8.00 \times 160 \text{ Acres}}{15 \text{ head} \times 5 \text{ months}} = \$17.07/\text{Head/Month}$$

This lease bases rents upon the amount of grazing which is available each year. The number of livestock to be pastured is stipulated in the lease and the date of stocking and removal is determined by the pasture owner each year. This has the advantage to the owner of protecting the pasture condition by controlling the length of season, but the amount of rent paid would vary from year to year. This lease also requires close management by the pasture owner.

This lease is more suitable for short-term agreements such as a single season, since the tenant only pays for the amount of grazing available each year.

The disadvantage to the tenant is the lack of guarantee of pasture for the entire season particularly if stocking rates are close to maximum capacity. In most cases the best policy is to under-stock to ensure a full season of grazing in the drier years.

Income Sharing Based on Contributions

Example:

$$\frac{\text{Value of Livestock Removed From Pasture} - \text{Value of Livestock Brought to Pasture}}{\text{Equals Income Produced on the Pasture Times Owner's Share of Costs}} = \text{Annual Rent Paid to Owner}$$

Sept. 15:

$$19 \text{ Feeders} \times 850 \text{ lbs} \times \$90 = \$14535.00$$

May 1

$$\text{Less } 20 \text{ Feeders} \times 600 \text{ lbs} \times 1.00 = 12000.00$$

$$\text{Income} = 2535.00$$

*Owner's share of pasture costs = 28%

$$\text{Annual Rent} = \$709.80$$

*See Pasture Cost Budget page 3.

This type of lease is theoretically the fairest approach to pasture renting. It is not well suited to cow-calf arrangements because the amount of income produced is difficult to determine, and the cattle

owner (tenant) has substantial costs in over-wintering the cows. This lease would be more suitable for situations such as feeder finishing on annual or irrigated pasture.

There may also be situations where the pasture owner is interested in incomes sharing for tax management reasons or to participate in government programs, or simply to have a larger stake in the prices received for livestock on the pasture. In this case rents could be based on an owners' share which is equivalent to returns in an average year.

Example:

Owner's Costs or Normal Rent	
Value of Livestock Normally Produced	
= Share of Production Due to Owner	
\$1300.00	= 14.8%
16 Calves x 475 lbs x 1.15	

In this example the annual pasture rent would be 14.8% of the value of the calves produced. Rents would vary according to the pasture conditions and market returns, and rents would be paid in the fall after the livestock are marketed. This type of lease might be suitable for a parent-child arrangement where the parent desires to retain an interest in the returns to the operations.

Payment of Pasture Rents

Rents for pasture land can be paid on any schedule which is agreeable to the owner and the tenant, with the exception that rents based upon the amount of grazing provided (AUM's) or rents based on a pre-determined share of production cannot be paid in full prior to the removal of the livestock from the pasture. Cash rents, either per acre or per animal unit can be paid at any time during the term of the lease.

4. Pasture Cost Budget

To be used in calculating pasture rents or for calculating landlord-tenant cattle share arrangements.

Example: Size of Pasture = 160 acres

Cash Costs:

A. Supplemental feeds

Salt and Minerals
Supplements
Crop Feed
Other Feeds

B. Veterinary and Drugs

Example: 25 hd x 4.00

C. A.I. or Breeding Fees

Example: 25 hd x 20.00

D. Fence Repair Materials

E. Property Taxes or Lease Fees

F. Insurance on Cattle

Example: 25 hd x \$2.00

Landlord's Costs		Tenant's Costs	
Example	Your Farm	Example	Your Farm
		50.00	
50.00		50.00	
		100.00	
		500.00	
30.00			
120.00			
		50.00	

G. Death Losses

Example: 25 hd x \$1000 x 2% 500.00

H. Labor Costs

Item	Hours	Wage rate	
Example	5	\$6.00	30.00
Security			
Cast, dehorn, brand			
Fence maintenance			
Other			

TOTAL CASH COSTS \$230.00 \$1250.00

Investment and Depreciation Costs:**I. Livestock Investment**

Livestock	No.	Value	Interest Rate	
Example	25	x 1000	x 8%	2000.00
Cows				
Calves				
Feeders				
Bulls				
Others				

J. Pasture Land Investment Cost

Value	Interest Rate	
e.g. \$20,000.00	x 4%	800.00

K. Fence, Bldg. and Water Investment Cost

Replacement Value + 2 x Interest Rate
e.g.: 2 miles x 2000 + 2 x 8% 160.00

L. Fence, Bldg. and Water Depreciation Cost

Replacement Value + Expected Life
e.g.: 2 miles x 2000 + 25 years 160.00

M. Total Investment and Depreciation

Costs \$1120.00 \$2000.00

N. TOTAL COSTS

\$1350.00 \$3250.00

O. Costs Per Acre of Pasture:

Example = 160 Acres \$8.44 \$20.31

P. Percentage Shares:

Landlord's or Tenant's Costs	29.4%	70.6%
Total Costs		

5. Sources of Information

Name	Address	Telephone
Don Barber Farm Planning Specialist Farm Management Section Economics Branch Saskatchewan Agriculture	Room 329 Walter Scott Bldg. 3085 Albert Street Regina, Sask. S4S 0B1	787-5962
Keith LePoudre Beef Cattle Specialist Production & Development Section Livestock Branch Saskatchewan Agriculture	Room 132 Walter Scott Bldg. 3085 Albert Street Regina, Sask. S4S 0B1	787-4657
Llewellyn Matthews Livestock Development Analyst Livestock Protection and Diversification Section Livestock Branch Saskatchewan Agriculture	Room 132 Walter Scott Bldg. 3085 Albert Street Regina, Sask. S4S 0B1	787-4689
Jim Armstrong Livestock Specialist Rural Development	Box 1480 Tisdale, Sask. S0E 1T0	873-2693
Bazil Fritz Livestock Specialist Rural Development	A.G. Kuziak Bldg. Yorkton, Sask. S3N 2Y4	786-1509
Bob Klemmer Livestock Specialist Rural Development	110 Souris Avenue Box 2003 Weyburn, Sask. S4H 2Z9	848-4607
Barry Peterson Livestock Specialist Rural Development	350 Cheadle Street W. Swift Current, Sask. S9H 4G3	778-8284
Leonard Pigott Livestock Specialist Rural Development	Box 1690 Kindersley, Sask. S0L 1S0	463-2696
Bob Sparling Livestock Specialist Rural Development	105 Provincial Bldg. North Battleford, Sk. S9A 1E9	446-7477

Part II — Pasture Lease Forms

1. Instructions to complete the lease

- a) Consult with your Agricultural Representative, Livestock Specialist or Farm Management Specialist for information or assistance on pasture rental agreements.
- b) Read this bulletin and determine the type of rental agreement which is most appropriate for your situation. Four types of lease agreements are outlined in the bulletin:
 - 1) cash rent per acre
 - 2) cash rent per head (animal unit)
 - 3) cash rent per head per month (animal unit month)
 - 4) income sharing based on contributions
- c) Determine the capacity of the pasture which is to be leased and the dates on which the livestock are to be brought to pasture and removed.
- d) If required complete the pasture cost budget as a guide to pasture rental rates.
- e) Discuss the lease with the prospective landlord or tenant. Make changes where desired and complete the written agreement in duplicate. It may be advisable to consult a lawyer. Some clauses include a choice of terms. Delete the term which does not apply by drawing a line through it and have the witnesses initial the deletion.
- f) The tenant should ensure that the requirements of the "Homesteads Act" are fulfilled. This Act requires that landlord's wife give her written consent (Declaration by Wife) to every lease agreement involving the homestead parcel of land if she is residing in Saskatchewan or has resided in Saskatchewan at any time since the marriage. A "Homestead" is any land(s) upon which the husband has lived since his marriage and has

an equity interest. A man may have several homesteads. The Act also requires that the wife appear before a solicitor, notary public, justice of the peace, registrar of land titles, local registrar of the Court of Queen's Bench, or district court judge to have "The Homesteads Act Certificate" completed. This is to ensure the wife understands her rights in the homestead and that she signs the lease agreement and "Declaration by Wife" of her own free will and consent and without any compulsion on the part of her husband. Complete the "Declaration by the Landlord" if the landlord has no wife, if the land in the agreement has never been part of his homestead, or the landlord has a wife but she has never resided in Saskatchewan since their marriage.

- g) Complete the "Affidavit of Execution". This is confirmation by a third party (witness) that the specified individuals completed the agreement.
- h) The tenant should have the landlord complete the "Consent to Make Major Improvements" form in duplicate prior to making major improvements on the rented land. It should be clearly outlined what buildings or improvements are to be made, who will pay the cost of materials, and how the tenant will be compensated for his labor or any costs which he may incur. Attach one copy of the form to each copy of the lease agreement.
- i) In order to be valid and enforceable if the land is sold, a lease exceeding three years must be either recorded on the certificate of title as a "lease registration" or recorded by means of a "caveat".

The simplest approach is for the tenant to file a "caveat" with the appropriate Registrar of Land Titles. Land Titles Offices are

located at Battleford, Humboldt, Moose Jaw, Prince Albert, Regina, Saskatoon, Swift Current and Yorkton. The fee for a caveat registration is \$5.00 plus \$5.00 for each additional title affected.

To register a lease for a duration of more than three years the tenant could submit a copy of the lease agreement and the landlord's duplicate certificate of title for the land to the appropriate Registrar of Land Titles for registration of the lease on the certificate of title. If the landlord is purchasing the land under an agreement for sale, the lease registration approach will not be accepted. However, the tenant still can file a "caveat".

- j) To renew the lease agreement complete the "Lease Renewal Form", the "Homesteads Act Certificate of Declaration by the Landlord", and the "Affidavit of Execution". "Lease registration" or a "caveat" is also required for lease renewals exceeding three years.
- k) The "Withdrawal and Discharge of Caveat" form is used to remove a caveat from the certificate of title. The fee charged by the Land Titles Office is \$5.00 plus \$5.00 for each additional title affected.
- l) The "Surrender of Lease" form is used to remove a lease registration from the certificate of title. The fee charged by the Land Titles Office is \$5.00 plus \$5.00 for each additional title affected.

2. Sample — Pasture Lease Agreement

This lease made in duplicate the _____ day of _____ A.D., 19____.

BETWEEN

of _____,
(Address) (Occupation)

In the Province of Saskatchewan, hereinafter called the "Landlord", being the registered owner or the purchaser under an Agreement for Sale of land described below.

— and —

_____ (Tenant's Name)
of _____
(Address)

in the Province of Saskatchewan, hereinafter called the "tenant".

1. WITNESS that in consideration of the rents, covenants, promises and agreements contained in this lease on the part of the tenant to be paid, observed and performed, the landlord DOES HEREBY LEASE TO the tenant the following farm lands and premises situated in the Province of Saskatchewan, that is to say:

Land (common legal description)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Together with the following portable buildings, namely:

Portable Buildings:

_____	_____
_____	_____
_____	_____

EXCEPTING AND RESERVING unto the landlord the following lands and buildings, namely:

Lands Reserved

_____	_____
_____	_____

Buildings Reserved

2. Term

This lease shall continue in force on the said land and premises for and during the term of _____ years from the _____ day of _____ (month) A.D. 19____ to the _____ day of _____ (month) A.D. 19____.

Any overholding by the tenant shall be considered a trespass.

3. Rental

- (a) The tenant will pay to the landlord the yearly cash rental of \$_____ for the use of the said land during the term of the agreement.

- OR -

The tenant will pay to the landlord the yearly cash rental of \$_____ per animal unit pastured on the land each year during the term of this agreement for the use of the said land during the term of the agreement.

- OR -

The tenant will pay to the landlord the monthly cash rental of \$_____ per animal unit pastured on the land each month during the term of this agreement for the use of the said land during the term of the agreement.

- OR -

The tenant will pay to the landlord the yearly rental of _____ share or portion of the _____ which are pastured on the land each year during the term of this agreement for the use of the said land during the said agreement. This share of livestock shall become the property of the landlord at the time of the removal of the livestock from the said land.

- OR -

The tenant will pay to the landlord a yearly cash or share rental based on the formula shown in an appendix to this agreement.

- (b) The rental fee is:

1. To be paid in full on or before _____ for each year of this agreement.

- OR -

2. To be paid _____ on or before _____ and the balance on or before _____ (1/2, 1/3, etc.) for each year of this agreement.

- OR -

3. to be paid as follows:

4. For the purposes of this agreement one animal unit shall be defined as:

- 1.0 mature cow with or without unweaned calf at side
- 2.0 weaned calves
- 1.5 yearling heifers or steers
- 0.75 bulls, 2 years and over
- 1.5 yearling horses
- 1.0 two year old horse
- 0.75 horses over 3 years
- 8 weaned lambs, kids under 1 year old
- 5 ewes or does with or without unweaned lambs or kids
- 4 rams or bucks
- 5 deer

IT IS FURTHER AGREED BY THE LANDLORD AND TENANT AS FOLLOWS, THAT IS TO SAY:

- 5. The contents of this agreement shall for all purposes be construed according to the laws of the Province of Saskatchewan and any cause of action arising hereunder shall be entered and tried in the judicial centre serving the area of Saskatchewan in which the land of this agreement is located.
- 6. The terms "landlord" and "tenant" shall include their heirs, executors, administrators, successors and assigns in the singular or plural number and feminine or masculine gender when the context or the parties so require and all the covenants shall be construed as being joint and several.
- 7. The tenant shall use the said land for the pasturing of livestock of which he is the owner or to which he has a right of possession and, except as herein otherwise provided, for no other purpose or purposes whatsoever.
- 8. The tenant shall not, without the consent of the landlord in writing, authorize or permit the said land to be used for the pasturing of livestock owned by any other person or for any other purpose by any other person or persons and any consent so given shall expire on the last day of the calendar year during which it is given unless the contrary is expressed therein.
- 9. (a) The tenant may save and protect from grazing a reasonable portion of the said land from which native hay may be harvested if such hay is required for feeding livestock of which he is the owner or to which he has the right of possession.
(b) The tenant who harvests hay upon the leased land shall not barter or sell any hay without the consent of the landlord in writing.
- 10. (a) The tenant shall not cause or permit the said land or any part to be grazed in such a manner or to such extent as to impair the normal reproduction of the vegetation thereon.
(b) The maximum number of livestock which may be pastured on the leased land at any time shall be equivalent to _____ animal units.
(c) The landlord may, if he considers that the land is overgrazed, by notice in writing to the tenant, require that the number of livestock be maintained thereon be reduced to such numbers and for such periods as he shall consider fit and proper.

(d) The tenant shall not put livestock out to pasture on the leased land before _____, and must remove them by _____ of each year.

11. The tenant has no rights to sand, gravel or clay, except for his own use, and he has no right whatsoever to valuable stone or other such substances existing on, or under the surface of the said land.
12. The tenant will not change the natural course of any waterways on the said land or cut down trees growing upon the land nor will he permit any other person to do so, without written consent of the landlord.
13. If the tenant fulfills the terms and conditions of this agreement he shall and may peaceably possess and enjoy the said land for the said term, without any interruption or disturbance from the landlord or any representative of the landlord.
14. The landlord or a representative of the landlord has the right at all reasonable times to attend and inspect the said property. The landlord reserves the right of entry and exit over and upon the land in this agreement to use any land and buildings expressly excluded from this agreement.
15. If either party shall fail in any respect to carry out any of the provisions of this lease agreement, the other may have the same done and the costs shall be paid by the party failing to carry out the said provisions.

16. Compensation

Any compensation for property damage shall accrue to the party which has suffered the loss.

17. Taxes

Unless otherwise agreed upon, the payment of all taxes of the land indicated in this lease shall be paid by the:

1. tenant
 - OR -
2. landlord
 - OR -
3. tenant _____% and landlord _____%

18. Improvements and Seeding

The tenant shall not make major improvements other than what is considered normal repair and maintenance, to the leased land or any other assets identified in this agreement, without written permission of the landlord. Major improvements, which without restricting the generality of the term shall include: water development, erosion control, fencing and building construction, clearing, breaking and seeding to pasture and hayland. Such consent shall be attached to and form part of the lease agreement. Division of the costs of any improvement shall be mutually determined and agreed upon by the landlord and tenant as follows:

19. Repair of Buildings, Fences and Improvements

Responsibility for normal maintenance and repair to buildings, fences, water supply and improvements shall be as follows:

Tenant's Responsibility (list items):

Landlord's Responsibility (list items):

20. Insurance:

Insurance on all leased buildings in this agreement shall be the responsibility of the landlord. The tenant is free to make his own arrangements regarding livestock insurance and in so doing shall absorb the total cost of coverage and receive all the benefits.

21. Subletting

The tenant shall not sublet, or assign this lease or any part thereof, or any interest therein without obtaining the written consent of the landlord to the sublease or assignment.

22. Renewal:

The term of this lease may be extended by mutual agreement between the landlord and tenant for a further period upon the same terms and conditions as contained herein, except as otherwise agreed in writing by the parties executing a renewal statement.

23. Default in Payments

When the tenant does not make payment of the rental in accordance with the terms and conditions of this lease agreement, the current year's rental and any further payments owing for that year shall become due and payable immediately, and the landlord may again repossess and enjoy the said land as if this agreement had not been executed.

When the rent payable is in arrears, the landlord or a person authorized in writing by the landlord may enter upon the rented land and seize any goods, chattels and crop whether standing or harvested for the rent or any amount in arrears and may sell the same. The landlord may use any other means under the law of recovering any rent payable under this agreement.

24. Arbitration

The landlord and tenant may by mutual agreement submit any disagreement which may arise with respect to the terms and conditions of this lease to arbitration in accordance with the Arbitration Act of Saskatchewan. The landlord and tenant may choose the arbitrator by mutual agreement. The arbitrator shall make a decision(s) within three weeks from the date of his appointment.

25. Utilities, Roads and Right-of-Ways

In the event that a new installation such as powerline, gas pipeline, oil pipeline, oil well or railway is erected upon the said land, the landlord and tenant shall:

1. renegotiate the terms of this agreement by mutual agreement. If mutual agreement can not be obtained it shall be submitted to arbitration in accordance with the Arbitration Act of Saskatchewan. The arbitrator shall make a decision(s) within three weeks from the date of his appointment.

- OR -

2. _____

26. Termination

The landlord and tenant may mutually agree to terminate this lease at any time.

I, _____ do hereby accept this lease of the above
(tenant's name)

described land to be held by me as tenant, and subject to the conditions, restrictions and covenants above set forth.

SIGNED, SEALED AND DELIVERED
in the presence of:

As to the execution by landlord
and in the presence of:

As to the execution by tenant

)
)
)
)

(Signature of landlord)

)
)
)
)

(Signature of tenant)

3. Declaration by Wife

I, _____, wife of the above named
(landlord's wife)

_____, DO HEREBY DECLARE that I have executed this
(landlord's name)
lease for the purpose of relinquishing all my rights in said homestead in favour of

_____ insofar as may be necessary to give effect to this
(tenant's name)
lease.

(Signature of wife)

IN WITNESS WHEREOF the parties have set their hands and seals this _____ day
of _____ A.D. 19_____.

NOTE:

If this land is not the landlord's homestead, delete the section "Declaration By Wife" and complete the "Declaration By the Landlord" and the "Affidavit of Execution".

If this land is the landlord's homestead, the landlord's wife should complete the "Declaration By Wife", the "Homesteads Act Certificate" and the "Affidavit of Execution."

PROVINCE OF SASKATCHEWAN

I, _____ of _____, in the
Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

- SWORN before me at the _____ of _____)
Province of Saskatchewan this _____)
day of _____ A.D. 19 _____) (Signature of Landlord)

A Commissioner for Oaths in and for the Province of Saskatchewan)

5. The Homesteads Act Certificate

I, _____, do hereby certify that I have examined

_____, wife of _____, the
(Landlord's wife) (Landlord's name)

owner in the within lease separate and apart from her said husband, and she acknowledges to me that she has signed the same of her own free will and consent without any compulsion on the part of her husband, and for the purpose of relinquishing her rights in the homestead in favour of

_____ insofar as may be necessary to give effect to the within
(Tenant's name)
lease, and further that she was aware of what her rights in said homestead were.

I FURTHER CERTIFY that I have not, nor has my employer, partner or clerk prepared the within lease and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Lawyer, Notary Public, Justice of the Peace, Registrar of
Land Titles, Local Registrar of the Court of Queen's Bench
or District Court Judge)

Date

6. Affidavit of Execution

PROVINCE OF SASKATCHEWAN

TO WIT:

I, _____ of the _____ of
_____, in the Province of Saskatchewan, MAKE OATH
AND SAY AS FOLLOWS:

1. THAT I was personally present and did see _____
(Landlord's Name)
and _____ named in the within instrument who are
(Tenant's Name)
personally known to me to be the persons named therein, duly sign and execute the same for the
purposes named therein.
2. THAT the same was executed at the _____ of _____
in the Province of Saskatchewan, and I am the subscribing witness thereto.
3. THAT I know the said landlord and tenant and they are in my belief of the full age of eighteen
years.

SWORN before me at the _____
of _____ in the Province of
Saskatchewan, this _____ day of
_____ A.D. 19____

A Commissioner for Oaths in and for the
Province of Saskatchewan

)
)
)
) _____
) (Signature of Witness)
)
)
)
)
)

Part III — Supplementary Forms for Lease Agreements

1. Consent to Make Major Improvements
2.
 - A. - Lease Renewal Form
 - B. - Declaration By Wife
 - C. - The Homestead Act Certificate
 - D. - Declaration By Landlord
 - E. - Affidavit of Execution
3.
 - A. Caveat
 - B. Withdrawal and Discharge of Caveat
 - C. Affidavit of Execution
4. Surrender of Lease

1. Consent to Make Major Improvements

Re: Land Lease Agreement between _____ and

(Landlord's Name)

_____ on the following farm land and premises

(Tenant's Name)

from _____ day of _____ A.D. 19__ to _____ day of _____ A.D. 19__.

I, _____ do hereby authorize

(Landlord's Name)

_____ to make the following major improvement on the

(Tenant's Name)

said land which shall become a part thereof and vest in the landlord at the expiry or termination of the lease:

In so doing, the landlord will pay unto the tenant the following compensation for the improvements made:

(Date)

(Witness)

(Witness)

(Signature of Tenant)

(Signature of Landlord)

2. A. Lease Renewal Form

We, _____ of _____
(Landlord's Name)

_____ and
(Address)

_____ of
(Tenant's Name)

_____ being parties to a land

lease agreement for the term of _____ years from _____ day of _____ (Month)

A.D. 19_____ to the _____ day of _____ A.D. 19_____, on the following farm
(Month)

land and premises:

do hereby extend the term of the said agreement for the space of _____ years from

_____ day of _____ A.D. 19____ to the _____ day of _____
(Month)

_____ A.D. 19_____ according to the terms and conditions outlined in the said
(Month)

agreement unless specified differently, that is to say:

I, _____
(Tenant's Name)

_____, do hereby accept this lease of _____
(Address)

the above described land, to be held by me as tenant, and subject to the conditions, restrictions, and covenants set forth above.

In witness whereof the parties have set their hands and seals this _____ day of _____

_____ A.D. 19_____
(Month)

Signed, Sealed and Delivered in the Presence of:

**As to the Execution by Landlord
and in the presence of:**

As to the Execution by Tenant

(Signature of Landlord)

(Signature of Tenant)

B. Declaration by Wife

I, _____, wife of the above named
(Landlord's Wife)
_____, do hereby declare that I have
(Landlord's Name)
executed this lease for the purpose of relinquishing all my rights in said homestead in favour of
_____, insofar as may be necessary to give
(Tenant's Name)
effect to this lease.

(Signature of Wife)

C. The Homesteads Act Certificate

I, _____, do hereby certify that I have examined
_____, wife of _____,
(Landlord's Wife)
the owner in the within lease separate and apart from her husband, and she acknowledges to methat
she signed the same of her own free will and consent and without anycompulsion on the part of her
husband, and for the purpose of relinquishing her rights in the homestead in favour of
_____, insofar as may be necessary to give effect to the
(Tenant's Name)
within lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner, or clerk prepared the within lease and
that I am not, nor is my employer, partner, or clerk otherwise interested in the transaction involved.

(Lawyer, Notary Public, Justice of the Peace,
Registrar of Land Titles, Local Registrar of the
Court of Queen's Bench District Court Judge)

(Date)

Note:

If this is the landlord's homestead, the landlord's wife should complete the "Declaration by Wife" and
"The Homesteads Act Certificate". The "Affidavit of Execution" is also required.

D. Declaration by the Landlord

Province of Saskatchewan

To Wit:

I, _____ of
_____, in the Province of Saskatchewan, make oath and
say as follows:

(1) I am the Landlord named in the within lease, and I say:

(2) That no part of the said land is my homestead, or has been my homestead at any time.

or

(2) That I have no wife.

or

(2) That my wife does not reside in Saskatchewan and has not resided therein at any time since the
marriage.

Sworn before me at the _____)
of _____)
Province of Saskatchewan, this _____)
day of _____ A.D. 19 _____)
(Month)

(Signature of Landlord)

A Commissioner of Oaths in and for the
Province of Saskatchewan

Note:

If this land is not the landlord's homestead, complete the "Declaration by the Landlord" and the
"Affidavit of Execution".

E. Affidavit of Execution

Province of Saskatchewan

To Wit:

I, _____ of the _____
of _____, in the Province of Saskatchewan,

Make Oath and Say as Follows:

1. That I was personally present and did see _____ and
(Landlord's Name)
_____ named in the within instrument who are personally known
(Tenant's Name)
to me to be the persons named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at the _____ of _____, in the
Province of Saskatchewan, and I am the subscribing witness thereto.
3. That I know the said landlord and tenant and they are in my belief of the full age of eighteen years.

Sworn before me at the _____)
of _____)
Province of Saskatchewan, this _____)
day of _____ A.D. 19____.)
(Month)

(Signature of Witness)

A Commissioner of Oaths in and for the
Province of Saskatchewan

3. A. Caveat

To the Registrar of the _____ Land Registration District.

Take notice that I _____ of _____
(Tenant's Name)

claiming a leasehold interest as tenant under a lease agreement between

_____ and _____ on the following
(Landlord's Name) (Tenant's Name)

property (description):

from _____ day of _____ A.D. 19____ to _____ day of _____
_____ A.D. 19____ forbid the registration of any transfer or other instrument affecting such land or the granting of a certificate of title hereto except subject to the claim herein set forth.

My address in Saskatchewan is: _____

Dated this _____ day of _____ A.D. 19____

(Signature of Tenant)

I, the above named _____ of _____
(Tenant's Name)

_____ make oath and say:
(Address)

- (1) That the allegations in the above caveat are true in substance and in fact, to the best of my knowledge, information and belief.
- (2) That the claim mentioned in the above caveat is not, to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purpose of delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

Sworn before me at the _____)
of _____ in the _____)
Province of Saskatchewan this _____)
day of _____ A.D. 19____.)

(Signature of Tenant)

A Commissioner for Oaths in and for the
Province of Saskatchewan)

B. Withdrawal and Discharge of Caveat

To the Registrar of the _____ Land Registration District.

I, _____ of _____ do
(Tenant's Name)

acknowledge that _____ have no further interest under the Caveat made by
(I or We)

_____ claiming a leasehold interest as tenant in (land description):

which Caveat bears the date of the _____ day of _____ A.D. 19____ and
was registered in the Land Titles Office for the _____ Land Registration District on
the _____ day of _____ A.D. 19____ Caveat Number _____, and
that such Caveat is hereby withdrawn and discharged. In witness whereof I have hereunto set my
hand and seal this _____ day of _____ A.D. 19____.

Signed by the above named
in the presence of

(Witness)

)
)
)
)
)
)
)

(Signature of Tenant)

Note: An "Affidavit of Execution", is also required.

C. Affidavit of Execution

Province of Saskatchewan

To Wit:

I, _____ of the _____ of
_____, in the Province of Saskatchewan,

Make Oath and Say as Follows:

1. That I was personally presented and did see and _____
(Tenant's Name)
named in the within instrument who are personally known to me to be the person named therein,
duly sign and execute the same for the purposes named therein.
2. That the same was executed at the _____ of _____, in the
Province of Saskatchewan, and I am the subscribing witness thereto.
3. That I know the said tenant and he/she is, in my belief, of the full age of eighteen years.

Sworn before me at the _____
of _____
Province of Saskatchewan, this _____
day of _____ A.D. 19_____.

A Commissioner of Oaths in and for the
Province of Saskatchewan

)
)
)
)
) _____
) (Signature of Witness)
)
)
)

4. Surrender of Lease*

In consideration of _____ dollars unto me paid by the landlord I do hereby
surrender and yield up from the _____ day of _____ A.D. 19 _____ the lease
on the following property (Month)

(Description)

and the term therein created.

Dated the _____ day of _____ A.D. 19 _____.

Signed by the above named
in the presence of

(Signature of Tenant)

A Commissioner for Oaths in and for the
Province of Saskatchewan

*This form is used to remove a lease registration from the Certificate of Declaration by the Landlord

Province of Saskatchewan
To Wit:

I, _____ of the _____ of
_____, in the Province of Saskatchewan,

Make oath and say as follows:

- (1) I am the Landlord named in the within lease, and I say:
 - (2) That no part of the said land is my homestead, or has been my homestead at any time.
- or —

(2) That I have no wife.

— or —

(2) That my wife does not reside in Saskatchewan and has not resided therein at any time since the marriage.

Sworn before me at the _____)
of _____)
in the Province of Saskatchewan, this _____)
day of _____ A.D. 19____.)

(Signature of Landlord)

A Commissioner for Oaths in and for the
Province of Saskatchewan